

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 8/5/08	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (If applicable) FAD RHTA
6. ISSUED BY DHS, FEDERAL LAW ENFORCEMENT TRAINING CENTER PRO, P NEWMAN, BUILDING 93 1131 CHAPEL CROSSING ROAD BRUNSWICK, GA 31524	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 8		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. LGL08R00012
			9B. DATED (SEE ITEM 11) 8/1/08
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE  
 PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment  
 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this  
 amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

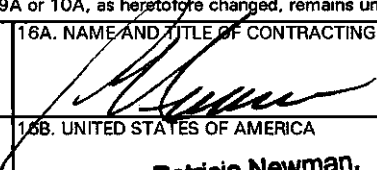
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

This amendment is issued to correct an administrative error in request for proposal LGL08R00012 as follows: Delete Standard Form 33 issued dated 8/1/08 and incorporate attached Form 33 dated 8/5/08 annotated "Amendment #1. Add pages C-3, C-4, and C-5 annotated "Amendment #1" which were inadvertently omitted from the original RFP published on 8/1/08.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		 Patricia Newman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			AUG - 5 2008

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 108 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>LGL08R00012</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>AUG - 5 2008</b>	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRAINING CENTER 1131 CHAPEL CROSSING RD, PRO, B93 (LGL08R00012) GLYNCO, GA 31524		8. ADDRESS OFFER TO (If other than Item 7) SEE BLOCK 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **BLDG 93, FLETC, GLYNCO, GA** until 3 PM local time 9/2/08

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Erin Wofford</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <b>Erin.Wofford@dhs.gov</b>
		AREA CODE <b>912</b>	NUMBER <b>267 3297</b>	EXT. <b>3297</b>

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			
18. OFFER DATE			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise)</small> <span style="float: right;">ITEM</span>
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER <small>(Type or print)</small>		27. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Commercial Manufacturers - Sporting Arms and Ammunition Manufacturer's  
Institute (SAAMI), P.O. Box 262, Frankfort, NY 13340

ISO 9001:2000, Quality Management Systems Requirements - International  
Organization for Standardization, 1, rue de Varembe, Case postale 56, CH-1211  
Geneva 20, Switzerland

(NOTICE: Non-Governmental standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents may also be available in or through libraries or other information services)

**2.3 Order of Precedence.** In the event of a conflict between DHS/FLETC documents and the references cited herein, DHS/FLETC contract and specifications shall take precedence.

### **3.0 RHTA REQUIREMENTS**

#### **3.1 Reservation of Right to Add Addition Types of Ammunition**

This requirement covers various ammunition rounds as shown in Section B Pricing of this document, and DHS/FLETC reserves the right to add other rounds during the term of this acquisition based upon agency training needs.

#### **3.2 Packaging and Marking**

DHS/FLETC requires that all RHTA be packaged in 200, 250, 500 or 1000 round cases, in plastic trays of 50 or 100 rounds per box as approved by the DHS/FLETC for the particular round. Exterior product shipping case and individual boxes shall be clearly marked with manufacturer's name, caliber/style & grain, and lot number. When palletization is approved by the DHS/FLETC, exterior identification of RHTA shall be shown in a readily identifiable manner (bright colored signs within the shrink wrap are suggested).

#### **3.3 Cartridges**

##### **3.3.1 Cartridge Marking**

Cartridge shall be head stamped with the manufacturer's symbol and cartridge designation, as well as distinct and easy to read designation that the round is reduced hazard in nature.

##### **3.3.2 Cartridge Material**

RHTA shall be constructed of new, unfired components.

### **3.4 Quality System**

It is desired that the manufacturer have a quality system that is commensurate with ISO 9001: 2000, Quality Management Systems Requirements. Manufacturers shall provide written proof of International Standards Organization (ISO) 9001:2000 certification from an accredited agency with submitted proposals.

### **3.5 Weapons in use at DHS/FLETC**

DHS/FLETC provides training for more than 80 agencies; numerous manufacturers' weapons are used during firearms training (some are FLETC-owned and some other-agency owned). Any RHTA delivered under this contract must perform in a satisfactory manner in any law enforcement weapon, regardless of the weapon manufacturer.

### **3.6 RHTA that fails to perform satisfactorily (see Section E.2)**

Should RHTA malfunction in a weapon, the DHS/FLETC (or other ordering agency) will:

3.6.1. Attempt to duplicate the malfunction using another manufacturer's RHTA in the same weapon, and/or....

3.6.2 Use the subject RHTA in at least one other manufacturer's weapon to attempt to duplicate the malfunction.

(These are the only performance tests that the DHS/FLETC will perform on any RHTA product before rejecting the RHTA as defective and requesting replacement and/or refund from the RHTA contractor.) Results of these performance tests will be documented.

### **3.7 Replacement and/or Refund for Defective RHTA.**

3.7.1 If the DHS/FLETC (or other ordering agency) receives a lot of defective RHTA that does not perform satisfactorily as shown in 3.6, the DHS/FLETC reserves the right to request replacement of the lot or to require the contractor to provide a refund for the lot. All transportation costs involved will be at the contractor's expense, as well as any costs for destruction and/or recycling of defective RHTA.

3.7.2 The training field failure rate for RHTA attributable to the RHTA is not more than 1 failure per 1,000 round. Description of failures is described as (but is not necessarily limited to):

Misfire, hangfire, squib load, excessive powder residue build-up in weapons, excessive bullet residue build-up in barrel or chamber, excessive unburned powder, excessive smoke, or excessive powder burning odor.

### **3.8    Workmanship**

Metallic components and the completed cartridges shall be manufactured using established industry standards; unacceptable workmanship includes (but is not necessarily limited to) folds, wrinkles, deep draw scratches, scaly metal, dents, burrs, deformed case, improperly seated primer, inert primer, hard primer, inconsistent bullet seating, sheared/broken projectiles and other defects. All components and the completed cartridge shall be free of foreign material including (but not necessarily limited to), corrosion, dirt, oil, grease, smears of lacquer and metal chips. Ammunition rejected due to failures under this paragraph will be replaced or a refund of the cost paid will be made to the DHS/FLETC (or other ordering entity).